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15 Emma Monica

16 UNITED STATES DISTRICT COURT  
17 NORTHERN DISTRICT OF CALIFORNIA

18 Emma Monica,

19 Plaintiff,

20 vs.

21 ; and DOES 1-10, inclusive,

22 Defendants.

Case No.: 5:14-cv-4659

**COMPLAINT FOR DAMAGES**

**1. VIOLATION OF FAIR DEBT  
COLLECTION PRACTICES ACT,  
15 U.S.C. § 1692 *ET. SEQ.*;  
2. VIOLATION OF FAIR DEBT  
COLLECTION PRACTICES ACT,  
CAL.CIV.CODE § 1788 *ET. SEQ.***

**JURY TRIAL DEMANDED**

1 For this Complaint, the Plaintiff, Emma Monica, by undersigned counsel, states  
2 as follows:  
3

4 **JURISDICTION**

5 1. This action arises out of Defendants' repeated violations of the Fair Debt  
6 Collection Practices Act, 15 U.S.C. § 1692, *et seq.* ("FDCPA") and repeated  
7 violations of Rosenthal Fair Debt Collection Practices Act, California Civil Code §  
8 1788, *et seq.* ("Rosenthal Act").  
9

10 2. Supplemental jurisdiction exists pursuant to 28 U.S.C. § 1367.  
11

12 3. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b), in that  
13 Plaintiff resides here and a substantial portion of the acts giving rise to this action  
14 occurred here.  
15

16 **PARTIES**

17 4. The Plaintiff, Emma Monica (hereafter "Plaintiff"), is an adult individual  
18 residing in San Jose, California, and is a "consumer" as the term is defined by 15  
19 U.S.C. § 1692a(3).  
20

21 5. The Defendant American Credit Bureau, Inc. ("ACB"), is a Florida  
22 business entity with an address of 1200 North Federal Highway, Suite 200, Boca  
23 Raton, Florida 33432, operating as a collection agency, and is a "debt collector" as the  
24 term is defined by 15 U.S.C. § 1692a(6).  
25  
26  
27  
28

1           6. Does 1-10 (the “Collectors”) are individual collectors employed by ACB  
2 and whose identities are currently unknown to Plaintiff. One or more of the  
3 Collectors may be joined as parties once their identities are disclosed through  
4 discovery.  
5

6           7. ACB at all times acted by and through one or more of the Collectors.  
7

8                   **ALLEGATIONS APPLICABLE TO ALL COUNTS**

9       **A. The Debt**

10           8. Plaintiff allegedly incurred a financial obligation (the “Debt”) to an  
11 original creditor (the “Creditor”).  
12

13           9. The Debt arose from services provided by the Creditor which were  
14 primarily for family, personal or household purposes and which meets the definition  
15 of a “debt” under 15 U.S.C. § 1692a(5).  
16

17           10. The Debt was purchased, assigned or transferred to ACB for collection,  
18 or ACB was employed by the Creditor to collect the Debt.  
19

20           11. ACB attempted to collect the Debt and, as such, engaged in  
21 “communications” as defined in 15 U.S.C. § 1692a(2).  
22

23       **B. ACB Engages in Harassment and Abusive Tactics**

24           12. In or around June of 2014, ACB contacted Plaintiff in an attempt to  
25 collect the Debt.  
26

27           13. In or around August of 2014, ACB began contacting various third parties.  
28

1           14. Between the weeks of August 18, 2014, and September 11, 2014, ACB  
2 contacted Plaintiff's human resources department and requested personal information  
3 about Plaintiff.  
4

5           15. ACB was already in possession of Plaintiff's current and accurate contact  
6 information. As such, there was no reason for ACB to contact Plaintiff's place of  
7 employment.  
8

9           16. ACB also left a voicemail for Plaintiff's co-worker, stating that it was  
10 looking for Plaintiff in reference to a credit issue.  
11

12           17. In or around October of 2014, ACB contacted Plaintiff and threatened to  
13 take legal action if the Debt was not repaid immediately. During this conversation,  
14 Plaintiff informed ACB that she would return ACB's call at a later time because she  
15 was at work and unable to talk.  
16

17           18. Despite the foregoing, ACB called Plaintiff back within approximately  
18 five minutes, knowing that Plaintiff was still at work and unable to talk at that time.  
19

20           19. ACB threatened to contact Plaintiff's school board to file a complaint.

21           20. ACB also threatened to garnish her wages.  
22

23 **C. Plaintiff Suffered Actual Damages**

24           21. Plaintiff has suffered and continues to suffer actual damages as a result of  
25 Defendants' unlawful conduct.  
26  
27  
28



29. Defendants threatened Plaintiff with garnishment if the debt was not paid, in violation of 15 U.S.C. § 1692e(4).

30. Defendants threatened to take action without legal ability to do so or without actually intending to do so, in violation of 15 U.S.C. § 1692e(5).

31. Defendants employed false and deceptive means to collect a debt, in violation of 15 U.S.C. § 1692e(10).

32. Defendants used unfair and unconscionable means to collect a debt, in violation of 15 U.S.C. § 1692f.

33. The foregoing acts and omissions of Defendants constitute numerous and multiple violations of the FDCPA, including every one of the above-cited provisions.

34. Plaintiff is entitled to damages as a result of the Defendants' violations.

**COUNT II**  
**VIOLATION OF THE ROSENTHAL FAIR DEBT COLLECTION**  
**PRACTICES ACT, Cal. Civ. Code § 1788 *et seq.***

35. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

36. The Rosenthal Act prohibits unfair and deceptive acts and practices in the collection of consumer debts.

37. ACB, in the regular course of business, engages in debt collection and is a “debt collector” as defined by Cal. Civ. Code § 1788.2(c).

1           38. Defendants threatened the Plaintiff with garnishment or attachment of her  
2 wages if the debt was not paid, without intending to institute such proceedings, in  
3 violation of Cal. Civ. Code § 1788.10(e).  
4

5           39. Defendants failed to comply with the provisions of 15 U.S.C. § 1692, *et*  
6 *seq.*, in violation of Cal. Civ. Code § 1788.13(e).  
7

8           40. Defendants communicated with the Plaintiff's employer about the  
9 Plaintiff's debt, without consent of the Plaintiff's attorney or the Plaintiff, and without  
10 the purpose of verifying location or employment information, in violation of Cal. Civ.  
11 Code § 1788.12(a).  
12

13           41. Defendants falsely represented that a legal proceeding had been or was  
14 about to be instituted unless the debt was paid immediately, in violation of Cal. Civ.  
15 Code § 1788.13(j).  
16

17           42. Defendants did not comply with the provisions of Title 15, § 1692 of the  
18 United States Code, in violation of Cal. Civ. Code § 1788.17.  
19

20           43. Plaintiff is entitled to damages as a result of the Defendants' violations.  
21

22                                   **PRAYER FOR RELIEF**

23           WHEREFORE, Plaintiff prays that judgment be entered against the Defendants as  
24 follows:

25                   A. Actual damages pursuant to 15 U.S.C. § 1692k(a)(1) against the  
26 Defendants;  
27  
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- 1 B. Statutory damages of \$1,000.00 pursuant to 15 U.S.C. §1692k(a)(2)(A)  
2 against the Defendants;  
3  
4 C. Costs of litigation and reasonable attorneys' fees pursuant to 15 U.S.C.  
5 § 1692k(a)(3) against the Defendants;  
6  
7 D. Actual damages pursuant to Cal. Civ. Code § 1788.30(a);  
8  
9 E. Statutory damages of \$1,000.00 for knowingly and willfully committing  
10 violations pursuant to Cal. Civ. Code § 1788.30(b);  
11  
12 F. Punitive damages; and  
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14 G. Such other and further relief as may be just and proper.

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**TRIAL BY JURY DEMANDED ON ALL COUNTS**

DATED: October 20, 2014

TRINETTE G. KENT

By: /s/ Trinette G. Kent  
Trinette G. Kent, Esq.  
Lemberg Law, LLC  
Attorney for Plaintiff, Emma Monica